

1 **EXHIBIT A**

2 **Plan Amendments**

3 *To replace the definition of “HoldCo Rescission or Damage Claim Share” in its entirety*

4 “HoldCo Rescission or Damage Claim Share” means, with respect to an Allowed HoldCo  
5 Rescission or Damage Claim, a number of shares of New HoldCo Common Stock equal to the  
6 sum of following:

7 a. The portion of such Allowed HoldCo Rescission or Damage Claim relating  
8 to purchases of common stock of HoldCo on or before October 13, 2017, *less* the  
9 Insurance Deduction on account of such portion of such Allowed HoldCo Rescission or  
10 Damage Claim, *divided by* 65.00; and

11 b. The portion of such Allowed HoldCo Rescission or Damage Claim relating  
12 to purchases of common stock of HoldCo from October 14, 2017, through and including  
13 December 20, 2017, *less* the Insurance Deduction on account of such portion of such  
14 Allowed HoldCo Rescission or Damage Claim, *divided by* 46.50; and

15 c. The portion of such Allowed HoldCo Rescission or Damage Claim relating  
16 to purchases of common stock of HoldCo from December 21, 2017, through and including  
17 May 25, 2018, *less* the Insurance Deduction on account of such portion of such Allowed  
18 HoldCo Rescission or Damage Claim, *divided by* 37.25; and

19 d. The portion of such Allowed HoldCo Rescission or Damage Claim relating  
20 to purchases of common stock of HoldCo from May 26, 2018, through and including  
21 November 15, 2018, *less* the Insurance Deduction on account of such portion of such  
22 Allowed HoldCo Rescission or Damage Claim, *divided by* 32.50.

23 *New definition – disputed by PERA*

24 [“Insurance Deduction” means any cash payments received from an Insurance Policy (other than  
25 cash payments received from a Side A Policy) on account of all or any portion of an Allowed  
26 HoldCo Rescission or Damage Claim, to be applied proportionally in accordance with  
27 subparagraphs (a) through (d) of the definition of “HoldCo Rescission or Damage Claim” above.]

28 *New definition – disputed by PERA*

[“Side A Policy” means insurance maintained exclusively for the Debtors’ directors and officers  
and payable if and only if the D&O Liability Insurance Policies with coverage that is shared by  
the Debtors and the directors and officers have been first exhausted or are otherwise unavailable  
and there is a covered non-indemnified loss.]

*To replace Section 4.14(a) of the Plan in its entirety*

4.14 **Class 10A-II – HoldCo Rescission or Damage Claims**

(a) Treatment: In full and final satisfaction, settlement, release, and discharge of any HoldCo

1 Rescission or Damage Claim, except to the extent that the Debtors or the Reorganized Debtors, as  
2 applicable, and a holder of an Allowed HoldCo Rescission or Damage Claim agree to a less  
3 favorable treatment of such Claim, on the Effective Date or as soon as reasonably practicable  
4 thereafter but in no event later than thirty (30) days after the later to occur of (i) the Effective  
Date and (ii) the date such Claim becomes an Allowed Claim, each holder of an Allowed HoldCo  
Rescission or Damage Claim shall receive a number of shares of New HoldCo Common Stock  
equal to such holder's HoldCo Rescission or Damage Claim Share.

5  
6 **Confirmation Order Amendment**

7 *To be added as a new Paragraph*

8 For the avoidance of doubt, nothing in Section 10.6 of the Plan shall enjoin the continued  
9 prosecution or resolution of *In re PG&E Corp. Securities Litigation*, No. 18-3509 (N.D. Cal.) (the  
10 "Securities Action") against any non-Debtor defendant, except (a) with respect to any claim by  
any Releasing Party, and (b) to the extent that some or all of the claims asserted in the Securities  
Action are determined by an unstayed order of a court of competent jurisdiction to be derivative  
claims belonging to the Debtors, such argument and any opposition thereto being fully preserved.